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JUN 16 2010

STATE OF SOUTH DAKOTA

IN CIRCUIT COURT

COUNTY OF ROBERTS

FIFTH JUDICIAL CIRCUIT

CLAIMS

BEVERLY M. OKESON

CIV. 10-

Plaintiff,

COMPLAINT

vs.

MONUMENTAL LIFE INS. CO.

Defendant.

COMES NOW Plaintiff, Beverly M. Okeson, through her attorney, Lee Schoenbeck, and for her cause of action states and alleges as follows:

1. The Plaintiff, Beverly M. Okeson (Bev), is a resident of Roberts County, South Dakota.
2. Bev was insured by Defendant Monumental Life Ins. Co. (Monumental Life) with a long term care nursing home insurance policy no. 440770964607 (Insurance Policy).
3. Monumental Life does business in South Dakota, including the sale of the Insurance Policy to Bev.
4. Bev is an insured under the Insurance Policy.
5. Bev is a resident of Tekakwitha Living Center (Tekakwitha), a nursing home facility in Sisseton, Roberts County, South Dakota.
6. Monumental Life has been paying monthly nursing home benefits pursuant to the Insurance Policy.
7. In a letter dated April 6, 2010, Monumental Life advised Bev that they would stop paying her nursing home benefits as of April 20, 2010.
8. Both Tekakwitha, and Bev's treating doctor, Dr. Judy Beumer, have provided information to Monumental Life, to get them to provide the benefits owing under the Insurance Policy.
9. Bev is not able to do at least two of the Activities of Daily Living (ADLs) without "Substantial Assistance," as provided in the Insurance Policy.

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10. In spite of Bev's inability to perform at least two of the ADLs without Substantial Assistance, Monumental Life terminated benefit payments under the Insurance Policy.

11. Monumental Life breached the Insurance Policy.

12. Monumental Life breached its duties of good faith and fair dealings, its fiduciary duties, and engaged in bad faith in its refusal to honor the Insurance Policy.

WHEREFORE, Plaintiff prays for Judgment against Defendant granting the following relief:

1. The contractual amounts owing under the Insurance Policy.
2. Attorney's fees pursuant to SDCL 58-12-3.
3. A reasonable amount to be determined by a jury for the tortious conduct of Defendant, including exemplary damages.
4. For such other and further relief, including prejudgment interest, as the Court may deem equitable and just under the circumstances.

DATED this 4th day of June 2010.

SCHOENBECK LAW

By: 

LEE SCHOENBECK

Attorney for Plaintiff

P.O. Box 1325

Watertown, South Dakota 57201

(605) 886-0010

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY ON ALL ISSUES.